Commencing International Student Refunds Policy

Section 1 - Purpose

(1) The purpose of this Policy is to set out the refund process for commencing international students and the circumstances under which refunds may be granted.

Section 2 - Scope

(2) This Policy applies to international students commencing their studies at ACU up to and including the end of the first semester in their principal (highest level) course.

(3) This Policy applies to international students seeking a refund in the following categories:

a. students who have accepted an offer but not yet enrolled; or
b. students who are enrolled in the first semester of their course; or
c. students who are enrolled in a pathway course and are seeking a refund for a future course(s).

(4) Refund for continuing international students will be managed under the Student Fees Policy.

Section 3 - Definitions

(5) Terms used in this policy are consistent with the Glossary of Student and Course Terms. The following specific definitions also apply:

Term	Definition
Commencement date	of the course means the agreed start date of the course. This is also the proposed course start date on Confirmation of Enrolment (CoE).
Confirmation of Enrolment (CoE)	is a document issued by the University to confirm a student's enrolment in the specified course and required when applying for a student visa.
Census date	means the last day to make any changes on enrolment for a study period.
Commencing student	means student commencing their studies at the University up to and including the first semester of their principal (highest level) course.
Continuing student	a student who has completed and achieved final results for at least one study period in their current course.
CRICOS	Commonwealth Register of Institutions and Courses for Overseas Students
English language courses	include General English, IELTS Test Preparation, English for the Workplace and English for Academic Purposes.
ESOS Act	Education Services for Overseas Students Act 2000 (Cth).

Term	Definition
Exceptional Circumstances	unexpected, compassionate or compelling' circumstances that are generally beyond the control of a student and which have an impact upon a student's course progress or wellbeing.
International student	a student who holds a citizenship other than Australian or New Zealand and does not hold an Australian Permanent Resident Visa or a Humanitarian Visa (Refugee).
OSHC	Overseas Student Health Cover.
Packaged offer	means two or more offers of enrolment for study with the University. It usually requires students to complete the first course before enrolling in their second course.
Pathway course(s)	means a preliminary course of study undertaken before the principal course and is usually a pre-requisite to the principal course. For the purpose of this policy, pathway courses include diploma, Foundation Studies and Tertiary Preparation Program (Health Sciences).

Section 4 - Refunds for Pathway, Degree, Higher Degree Research Program and Study Abroad Programs

Full Refunds

(6) A full refund will be made in the following circumstances:

a. if an offer of a place is withdrawn by the University;
b. the University was unable to provide, or ceased to provide, the course the student applied to and accepted the offer of enrolment or was enrolled in; or
c. the commencing student paid fees in advance but did not meet the degree or diploma prerequisite(s) and thus was not permitted to enrol.

(7) If the University is unable to provide the program that a student has received an offer for, a refund will be made within two weeks of the cancellation of the program. Alternatively, the student may accept an offer of a place in a substitute program.

Partial Refunds

(8) If a student, after accepting an offer of a place including a packaged offer, informs the University of an intention to withdraw, the University will provide a refund but will retain a percentage of the semester fee. This fee is determined by the amount of notice given, as follows:

a. notice within 48 hours of payment for a change of mind will incur a cancellation fee of five percent of the semester / term fees for a full-time study load;
b. four weeks or more notice for any reason before the commencement date of the course will incur a cancellation fee of 10 percent of one semester / term of fees for a full-time study load;
c. less than four weeks' notice for any reason before the commencement date of the course will incur a cancellation fee of 25 percent of one semester / term of fees for a full-time study load;
d. notice on or after course commencement date, and prior to the relevant census date will incur a cancellation fee of 50 percent of one semester / term of fees for a full-time study load.

Exceptional Circumstances

(9) Full or partial refunds may also be given in exceptional circumstances, which prevent a student taking a place after accepting an offer. These circumstances could include:

a. inability to obtain a student visa;
b. illness or disability;
c. death of the student or a close family member;
d. political, civil and natural events, which prevent full payment of fees.

(10) Supporting documentary evidence must be provided in exceptional circumstances.

No Refunds

(11) A student is not eligible for a refund of any tuition fees in the following circumstances:

a. a commencing student who withdraws from a course, for whatever reason, or whose enrolment is cancelled due to non-payment of fees after the fourth teaching week of their study period;
b. where the deposit fee payment has been identified as a non-refundable deposit fee payment. If the student defers their offer of study to a subsequent intake or course after they have enrolled and commenced their studies, the non-refundable payment may be deferred, but will remain non-refundable; or
c. students who are granted permanent resident status after the census date. These students are required to pay international student fees for the remainder of the semester in which they are currently enrolled.

(12) If the offer of a place was made and subsequently withdrawn on the basis that incorrect or incomplete information was supplied by a student, any fee paid by that student for any purpose will be forfeited.

Refund of credit balances for commencing international students in their first semester of study including the principal course

(13) Where there is a credit balance, the credit may be used against a future university fee or charge.

(14) Refund of credit balances for students who enrol in less than a full-time study load will be assessed in accordance with clauses (8) to (12) of this Policy.

(15) If a student enrols in full-time study load as specified in the offer, any excess payment can be refunded by submitting the relevant form.

(16) If student is withdrawn from a unit without financial penalty, the student is entitled for refund of fees paid and must submit the relevant form

Refunds due to student visa grant refusal, withdrawal or visa cancellation

(17) If the student visa application is refused by the Department of Home Affairs, any fee paid by the student will be refunded.

(18) If the student visa application is refused due to fraudulent, misleading or incomplete documentation or information which is not disclosed to the University at the time of application for admission to a course, the University will retain the lesser of $500 or 5% of the total pre-paid amount of course fees received by the University and the remaining fees will be refunded.

(19) If a student requests a voluntary student visa cancellation or an onshore student visa application is withdrawn clauses (8) to (12) of this Policy will apply.

(20) If an offshore student visa application is withdrawn, any fee paid by the student will be refunded.

Refunds of OSHC

(21) If OSHC is paid to and arranged by the University, the University will:

a. arrange a refund of the students OSHC where not yet arranged by the University with the insurance provider; or
b. provide insurance details to onshore students to arrange a refund of the unused portion of OSHC directly from the insurance provider.

Section 5 - Access to Withheld Funds if a Student Subsequently Accepts a Future Offer of Enrolment

(22) If a student requests to defer their offer of enrolment to a future semester, or subsequently applies for admission to the University, any withheld funds may be applied as a non-refundable deposit towards the new course enrolment.

Section 6 - Refund Process

(23) A student who wishes to obtain a refund on any grounds set out in this policy should complete the Application for Refund for commencing international students.

(24) Refunds will be made in Australian dollars to the person or entity from whom the original payment was received. The University reserves the right to make refunds payable in the country of origin. Agency fees, if applicable, will not be refunded.

(25) Once the application for refund has been processed, a student's Confirmation of Enrolment(s) (CoE(s)) will be cancelled.

Section 7 - Appeal of Refund Outcome

(26) Students who are not satisfied with a refund outcome have the right to appeal in accordance with the Student Appeals Policy.

(27) This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

Section 8 - Record Keeping and Notification

(28) All records are held in accordance with the Records Retention and Disposal Schedule.

Section 9 - Associated Information

(29) For related legislation, policies, procedures and guidelines and any supporting resources please refer to the Associated Information tab.

Status and Details

Status	Current
Effective Date	25th July 2025
Review Date	2nd May 2028
Approval Authority	Vice-Chancellor and President
Approval Date	3rd July 2025
Expiry Date	Not Applicable
Responsible Executive	Julie Cogin Provost and Deputy Vice-Chancellor (Academic)
Responsible Manager	Diana Stevens Associate Director, Strategic Support and Operations
Enquiries Contact	Diana Stevens Associate Director, Strategic Support and Operations --- Global and Education Pathways